

# **EXHIBIT 1**

*RM v. SUN LIFE ASSURANCE CO. OF CANADA*

RELEVANT CONTRACT LANGUAGE AND DEFINITIONS

POLICY NO. 10119 – Hurley Medical Center

ISSUE DATE: June 1, 2008

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The complete contract appears in the Administrative Record at pp. 1-33. The provisions of Plaintiff's insurance contract relevant to this dispute are as follows:

**Sickness** means illness, disease, pregnancy. (AR, 8).

**Mental Illness** means mental, nervous, emotional, behavioral, psychological, cognitive, mood, or stress-related abnormality, disorder, dysfunction, or syndrome, regardless of cause, including any biological or biomedical disorder or imbalance of the brain. Mental illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression, depressive disorders, anxiety and anxiety disorders, and any other mental or nervous condition classified in the Diagnostic and Statistical Mental Disorder (DSM) of the American Psychiatric Association in effect at the time of Total or Partial Disability or a comparable manual of the American Psychiatric Association stops publishing the (DSM). (AR, p. 10).

**Material and Substantial Duties** means, but is not limited to, the essential tasks, functions, skills or responsibilities required by employers for the performance of Employee's Own Occupation. Material and Substantial Duties does not include any tasks, functions, skills, or responsibilities, that could be reasonably modified or omitted from the Employee's Own Occupation. (AR, p. 10).

**Own Occupation** means the usual and customary employment, business, trade, profession or vocation that the Employee performed as it is generally recognized in the general economy immediately prior to the first date Total or Partial Disability began. Own Occupation is not limited to the job or position the Employee performed for the Employer or a specific location. (AR, p. 11).

**Totally Disabled** means the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation. (AR, p. 11).

The relevant proof of claim requirements of the Sun Life contract read:

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Monthly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Monthly Benefit, the Employee must:

1. Satisfy the Elimination Period with the required days of Total or Partial disability;
2. Provide proof of continued Total or Partial Disability; and
3. Have the regular care by a Physician who provides appropriate treatment and regular examination and testing in accordance with the disabling condition. (AR, p. 14).

**Full-time basis** means the Employee is able to or has the capacity to perform the Material and Substantial Duties of his Own Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability. (AR, p. 19).

### **Limitations**

No LTD benefits will be payable for any Total or Partial Disability during any of the following periods:

3. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide psychiatric treatment. (AR, p. 21).